

RETURN DATE: 04/05/2022 : SUPERIOR COURT
RE FUND II NH, LLC : HOUSING SESSION
V. : AT NEW HAVEN
TASHIMA JONES, TOMMY WILLIAMS, : MARCH 25, 2022
JOHN DOE; JANE DOE

COMPLAINT

COUNT ONE (NONPAYMENT OF RENT)

1. On or about **JANUARY 1, 2022** the Plaintiff, lessor (landlord), and the Defendants, (tenant(s)), entered into a **ORAL MONTH TO MONTH LEASE**, for use of the following residential premises: **320 QUINNIPIAC AVENUE, UNIT 6F, NEW HAVEN, CT 06513**.
2. The total agreed monthly rent is **\$1,100.00**, PAYABLE ON THE FIRST DAY OF EACH MONTH.
3. The Defendants took possession of the premises pursuant to the **ORAL MONTH TO MONTH LEASE** and still occupy the premises.
4. The Defendants failed to pay the rent due on **JANUARY 1, 2022 AND FEBRUARY 1, 2022** within the grace period provided for residential property under the Connecticut General Statutes and still neglect and refuse to pay the same.
5. On **02/18/2022** the plaintiff caused a Notice to Quit Possession to be served upon each defendant to vacate the premises on or before **03/23/2022** as required by law. The Notice to Quit is attached to the Complaint.
6. Although the time given in the Notice to Quit possession of the premises has passed, the defendant (s) still continue(s) in possession thereof and refuse to vacate the same.

COUNT TWO (NO RIGHT OR PRIVILEGE)- As to John Doe and Jane Doe

1. The Plaintiff is the owner of the Premises.
2. At all relevant times, the Defendants John Doe and Jane Doe have entered into possession of the premises without the permission of the Plaintiff and against any term or condition of the lease.
3. At all relevant times, the Defendants John Doe and Jane Doe have, ever since, continued in possession
4. Said Defendants never had the right or privilege to occupy the premises.
5. The Plaintiff has made reasonable and diligent efforts to determine the true identity of the Defendants John Doe and Jane Doe.

6-7. Paragraphs 5 through 6 of the First Count are incorporated herein and made Paragraphs 6 through 7 of this Second Count.

COUNT THREE (RIGHT OR PRIVILEGE TERMINATED)

1-3. Paragraphs 1 through 3 of the First Count are incorporated herein and made Paragraphs 1 through 3 of this Third Count.

4. Any right or privilege the Defendants may have had to occupy the premises has been terminated.

5-6. Paragraphs 5 through 6 of the First Count are incorporated herein and made Paragraphs 5 through 6 of this Third Count.

COUNT FOUR (LAPSE OF TIME)

1. On or about **JANUARY 1, 2022** the Plaintiff and the Defendants entered into **ORAL MONTH TO MONTH LEASE** for use and occupancy of: **320 QUINNIPIAC AVENUE, UNIT 6F, NEW HAVEN, CT 06513 (the "Premises")**.

2. The Defendants took possession of the premises pursuant to the **ORAL MONTH TO MONTH LEASE** and still occupy the premises.

3. The Lease has terminated by Lapse of Time.

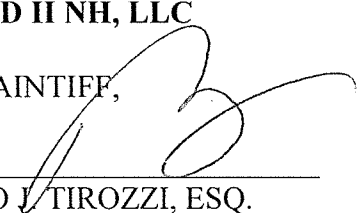
4-5. Paragraphs 5 through 6 of the First Count are incorporated herein and made Paragraphs 4 through 5 of this Fourth Count.

WHEREFORE, Under Counts I, II, III & IV of the Complaint, the Plaintiff claims Judgment for immediate possession of the premises.

Dated this the March 25, 2022

RE FUND II NH, LLC

THE PLAINTIFF,

By 
ROCCO V. TIROZZI, ESQ.

Weisman Law Firm, LLC

Juris #435741

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